

written


J. N. VanHosen

My Commission Expires November 20th, 1897.

Notary Public

Recorded Aug 3, 1897 at 3:15 o'clock P.M.

James Brooke
 Register of Deeds.

This Indenture, Made this 6 day of August in the year of our Lord, one thousand eight hundred and Eighty nine between Emil Putz and Mary Putz his wife of the City of Lawrence in the County of Douglas, and State of Kansas of the first part, and The Home Building and Loan Association of the City of Lawrence, said County of Douglas of the second part, Witnesseth, that the parties of the first, in consideration of the sum of Two hundred Dollars, to them duly paid have sold, and by these presents do grant and convey to the said party of the second part and its assigns, all that tract or parcel of land situated in said Douglas County, and State of Kansas and described as follows to-wit: Lot No. Forty six (46) on New York Street in the City of Lawrence, being the homestead of the said parties of the first part with the appurtenances and all the estate, title and interest of the parties of the first part therein.

This Grant is intended as a Mortgage, to secure the payment and the full performance of all the obligations and conditions of a certain Bond this day executed by the said Emil Putz to the said Home Building and Loan Association, for the payment of \$200 as therein provided; and upon the full and prompt performance of all said conditions of said bond by the party signing the same, this conveyance shall be void. But if default be made in the performance of any of the conditions of said bond, or in the making of any payment therein provided when the same shall be due; or if the taxes and assessments of every nature which are assessed or levied against said premises are not paid at the time when the same are by law made due and payable, then, upon the happening of any of said failures, the whole of the said sum of \$200, together with such fines and penalties as shall accrue, under the By-Laws of said Association, shall immediately become due and payable, and it shall be lawful for the said party of the second part, or its assigns at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all the moneys arising from such sale, to retain the amount of said bond to-wit: \$200, less only the amount of all dues paid as principal upon said bond, together with the cost and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Parties of the first part their heirs and assigns.

(THE FOLLOWING IS BOASTED ON THE ORIGINAL INSTRUMENT.)
 In consideration of full payment of the within mortgage, the Kansas Mortgage Building and Loan Association hereby certifies that the same was duly recorded in the office of the Register of Deeds of the County of Douglas, Kansas, on the 30th day of July, 1897.

Attest my hand and seal, this 30th day of July, 1897.
 J. N. VanHosen, Notary Public.

Recorded Aug 24, 1897 at 8:00 o'clock P.M. James Brooke Register of Deeds
 J. N. VanHosen Notary Public